

SAMPLE #2

FILEDIN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

AUG 16 2012

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY WJD DEPUTYWalter T. Lacey Jr
Plaintiff,

vs.

Homeowner's of America
Insurance Company
Defendant.

sup. ct. # - 109,956

CASE NO. OJD # 200017226**CIV-12 892****M**COMPLAINT

Agent for Homeowner's of America Insurance Company Mr Jerry Penny violated The State Insurance Code in writing policy for Re-Newal on 10-31-2009 Thru 10-31-2010. Title 36 section's 902 A, 1 A and B, C E, and F, Section 908 OKL. St. ANN. (Pocket part's 2011) Section's 4803, 4803.1, 4804 and 4808 O. S. 2011.

I Filed my Request for correction in Complaint To Agent Jerry Penny of Farmer's Insurance Group, Acting in companion with Homeowner's of America Insurance Company, wrote policy for loss of use, Personal property, Total loss, Other structure's, personal Liability, and medical payments to other's Totaling \$223,000.00 This is sum Total of section I, and section II Coverage's on Property and Liability.

The Complaint Aroose when policy for 10-31-2009 Thru 10-31-2010 was Re-newed, The premium on that policy was \$109.00 and Had The Same coverage's. The problem on Re-Newal was That The Agent Allowed my premium to go up \$509.00 To \$1314.00 with no change in my situation. no Risk's To ADD, and no Loss's To ADD for claim's Filed. I was suppose to let company know I donot Approve of any Rate Increase's According To Title 36 section

NOTE: Your signature, address and phone number must appear at the end of each pleading.

(Revised 4/15/08 - Pro Se Complaint)

4808 o.s. 2011. I notified Mr Perry; and He Refused
 To lower premium for The Renewal period of 10-31-2010
 Thru 10-31-2011. He proceeded To go on About The
 Risk's involved; And I stated I couldn't Afford A
 Policy for ReBuilding cost, which Does Involve the Add-
 ed premium cost's for Risk's ext...
 Mr Perry charged me \$1314.00 for \$67,000.00 coverage
 on Home; That I Really should have Had Total Rebuild-
 ing coverage in this competitive market. The Farmer's
 Insurance Group who he works for offer's 2 policy's
 At Time of This complaint at \$990.00 premium cost
 for \$100,000.00 of ReBuilding cost's, And one at \$998.00
 premium cost's for \$104,000.00 ReBuilding cost's.
 This is How he had Discriminated Against me on
 Writing this Policy for Homeowner's of America.
 Title 36 section 985 A 1 and 2nd o.s. Supp. 2010 Covers
 The way A Rate charged; that DOESN'T have Enough of
 Coverage for the loss protectionally EXpose Too.
 He Also Since he Didn't give the Total ReBuild-
 ing cost with this premium; lower my Rate's The
 Way I Asked, By not Approving The Increase like
 I Suppose To in section 4808 Before They Apply it.
 He Did not Write me one According To section 4803
 of Title 36, Because section 4803 is the model for
 All Insurance Company's in this State To write
 Their Policy's; He could Have gave me one for
 my Property at Fair market Value; That would

have been The Answer for my problem on Affording coverage for my Home, And not the Policy He was trying to say He was charging for Risk's Toward something for Total Re-Building cost's, with no choice of Take it, or Leave it At Renewal Time.

Mr Perry Refused To Refund overpayment; I Filed complaint with OK. Insurance Dept. with A Un-Satisfactory Decision; There was A penalty Added There for his neglect, And Request For Atty fee's And cost's Filing complaint when he could have handled complaint Informally Earlier. They ABANDONED appeal At Supreme ct, with NO Response To Petition And Show Cause.

He Violated Insurance Regulation's That protect's me under Title 36 of OKLA. Statute's, And Title 15 of OKLA. Statute's covering contract's. Title 15 ch. 1 Section's 57, 58 and 59 covers The type of Understanding my agent must have with me on the construction of my contract for coverage, And the Guideline's I must follow under Title 36.

There is no cap for A coverage for Total Re-Building cost's, ^{AND RISKS} If There's A Total Loss. The Age of The property The Area, And The Amount of Loss The Insured has is A calculation. But Fair market value is The actual worth, leaving no Risk To cover, And That's what would have lowered my premium To what I needed But The agent mis-led me To Believe he had no Type of coverage To offer me at what I was asking.

ing for. His Response To Insurance co. Reported To OKLA. Insurance Dept. is Totally out of Line stating his actions on my Rate premiums were All A-Best Risk's; That I also may approve on the Increase Before Applying Them As stated previously According To section 4808 of Title 36 o.s. 2011. Title 36 section 954 o.s. Supp 2010 covers overpayments. And Refund's on Increase's un-approved By The Insured. There also were some claim's Their office at the Metro Agency Mr Perry works from located in OKLA. City located at 6th & N. Robinson Ave stated They had gotten some Type of Paid claim's Information from Under writer A-plus. A-plus did verify something I was not aware of; But Insurance co. Foremost Denied The Allegation. This Information is found in my Filing's with OK. Insurance Dept., And the Supreme Ct. of Oklahoma in my filed Record. As stated Earlier Home owners of America and Mr Perry made no Res-Ponse on The petition And The Ct's Request to show Cause. They Have 20 day's To Respond in Both Instance's, But They did not; I Asked The Ct. To over Turn Their Last order From The Insurance Dept. from Deputy General Counsel Ellen C. Edwards Denying my complaint. Supreme Ct. Denied my Appeal with Mr Perry over charging me \$509.00 on Re-viewal with-out my approval, Violating Insurance Laws of Title 36, And Then Refusing To Respond to Appeal, Also How he Destroyed The Confidentiality of Being

my Agent, and The Foundational Basis of my
 Contract for coverage, and any modification on
 Renewal. I Just Did not Have any Added Risk's
 or Loss's as well To prevent From a policy
 At The Least They offer of Fair market value.
 In closing; In Title 15 ch. 1 section 58, and in
 note - construction & application OKI. St. Ann. Here
 is where Mr Perry Broke my agreement with
 Him To Have Knowledge of any changes that
 can be Traced with a positive Reason for the
 modification's, and Increase's If I except
 and continue with any un-voiced dis-approval's.
 He doesn't have a factual Basis for not giving
 The Fair market value policy at lower rates
 with no Risk's on what it's actually worth.
 He forced The Renewal on me, or I would
 have lost coverage before Re-nuwal, and would
 not have Been exposed To a Loss. I did
 get Denied To policy's From National Lyd's
 Insurance CO. And I talked To 2 other
 Agent's with The Farmer's Insurance Group
 That Denied me coverage Because of
 This problem. I had To except This policy,
 pay the premium, file a complaint Doing The

Policy period, And Request correction, with A
 Refund of overpayment's. According To this procedure.
 He Suppressed The Lower coverage; And Did not have
 Any intention of giving me Any other coverage
 When I went into Renewal contract. He made
 The negative Assertion of my property on Risk's
 That Did not Apply to my situation on The
 Actual Value To get coverage on The Actual
 Value of my Home

Thank you
 Walter T. Pacey Jr.
 P.O. Box 944 OKC 73101
 PH. # 405-420-4651

This is To certify A copy of This petition
 for Review Filed with the United State's
 District Court, of the western District of OKla.
 Will Be certified mail To The Defendant
 With-in 120 day's, And Verification
 Delivered To The Court.

Walter T. Pacey Jr.